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11 Attorneys for Defendant
BANK OF AMERICA GROUP BENEFITS PROGRAM
12 (identified by Plaintiff as "Bank of America Self-Insured
Medical Plans," "Associate Life Insurance - Basic" and
13 "Associate Life Insurance - Supplemental Plan"

14
15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA
17

18 JAMES MICHAEL BROWN,
19 Plaintiff,

20 v.

21 BANK OF AMERICA SELF-INSURED
MEDICAL PLANS: ASSOCIATE LIFE
22 INSURANCE - BASIC AND ASSOCIATE
LIFE INSURANCE - SUPPLEMENTAL
23 PLAN,

24 Defendants.
25

Case No. CGC-07-4844 EDL

**JOINT CASE MANAGEMENT
CONFERENCE STATEMENT**

Date: February 12, 2008
Time: 10:00 a.m.
Judge: Hon. Elizabeth Laporte

26 Pursuant to Federal Rules of Civil Procedure 16(b) and the Court's Case
27 Management Conference Order, the parties to the above entitled action jointly submit this case
28 management statement:

1 1. Jurisdiction and Service

2 The parties agree that this Court has subject matter jurisdiction over Plaintiff's
3 claim pursuant to the Employee Retirement Income Security Act of 1974, as amended
4 ("ERISA"), 29 U.S.C. section 1132(a). Jurisdiction is proper pursuant to 29 U.S.C. section 1331
5 because this action arises under the laws of the United States of America. 29 U.S.C. section
6 1132(e)(1) provides for Federal District Court jurisdiction.

7 All parties are subject to this Court's jurisdiction.

8 All parties have been served.

9 2. Facts

10 Plaintiff was a participant in the Bank of America Group Benefits Program.
11 Plaintiff was receiving benefits from Defendant's Long Term Disability ("LTD") plan, insured by
12 Metropolitan Life Insurance Company ("Met Life"). In December of 2005, Met Life determined
13 that Plaintiff was no longer disabled and terminated his LTD benefits. Plaintiff appealed Met
14 Life's determination, and his LTD benefits were retroactively reinstated on December 26, 2006.

15 Plaintiff claims that when his LTD benefits were terminated, Defendant Bank of
16 America Group Benefits Program terminated his health and life insurance benefits. Defendant
17 claims that Plaintiff's entitlement to those benefits was terminated prior to the cessation of LTD
18 benefits, due to Plaintiff's failure to pay the premiums on those benefits.

19 On February 1, 2008, Plaintiff stipulated that he would dismiss Defendant Bank of
20 America Self Insured Medical Plan along with his first Claim for Relief.

21 3. Legal Issues

22 Whether Plaintiff is entitled to reinstatement of life insurance benefits through the
23 Life Insurance Plan.

24 4. Motions

25 There are currently no motions pending. Plaintiff does not anticipate filing any
26 motions, unless there is a dispute over discovery. Defendant anticipates filing a motion for
27 summary judgment.

28 5. Amendment of Pleadings

The Parties do not anticipate filing amended pleadings.

6. Evidence Preservation

Defendant has notified the appropriate witnesses of the necessity to preserve documentation relevant to this matter.

7. Disclosures

Disclosures pursuant to F.R.C.P. Rule 26 will be made shortly following the initial CMC.

8. Discovery

No discovery has taken place to date, although Defendant has informally provided Plaintiff with certain documents relevant to his claim.

9. Class Actions

This is not a class action.

10. Related Cases

There are no other related cases.

11. Relief

This is a complaint for declaratory relief.

12. Settlement and ADR

The Parties have selected ENE for the ADR process

13. Consent to Magistrate Judge for All Purposes

Both Parties consent to the use of a Magistrate Judge for all purposes.

14. Other References

This case is not suitable for binding arbitration, a special master, or the Judicial Panel on Multidistrict Litigation.

15. Narrowing of Issues

None.

16. Expedited Schedule

The Parties believe that this case would be suitable for handling on an expedited basis.

17. Scheduling

Discovery cutoff: June 6, 2008

Hearing of dispositive motions: June 27, 2008

Pretrial conference: August 29, 2008. The parties request that the Court set a trial date at the Pretrial conference.

18. Trial

This case is a bench trial and is expected to last one day.

19. Disclosure of Non-party Interested Entities or Persons

Plaintiff has made his Certification of Non-party Interested Entities or Persons, as 1) Plaintiff, 2) Defendant, and 3) Defendant's Insurers. Defendant has filed a Certification of Non-party Interested Entities or Persons as 1) Bank of America Corporation, and 2) Bank of America, National Association.

20. Other Matters

None.

Dated: February ____, 2008

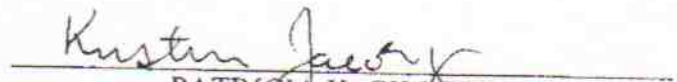
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Dated: February 5, 2008

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